



CONTRACT NO. 14-0427

for **Lease of High Speed / High Capacity Multi-Funtional Device On a Cost-Per-Copy Basis**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Xerox Corporation** (hereinafter "Contractor") to supply **Lease of High Speed / High Capacity Multi-Functional Device On a Cost-Per-Copy Basis** to the County pursuant to County Bid number **14-0427** (hereinafter "Bid"), opening dated **April 16, 2014** and Contractor's **April 16, 2014** Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **July 1, 2014** through **June 30, 2019** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for three (3) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: Sandra Rogers
Contracting Officer
Date: June 11, 2014

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



REQUEST FOR PROPOSAL (RFP)

LEASE OF HIGH SPEED/HIGH CAPACITY MULTI-FUNCTIONAL DEVICE ON A COST-PER-COPY BASIS

RFP Number:	14-0427	Contracting Officer:	Sandra Rogers
Proposal Due Date:	April 16, 2014	Pre-Proposal Conference Date:	Not applicable to this solicitation
Proposal Due Time:	3:00 PM	RFP Issue Date:	March 27, 2014

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this solicitation
Certificate of Competency/License:	See Section 1.15
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable to this solicitation

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name:	_____	Phone Number:	_____
E-mail Address:	_____	Contact Person:	_____

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for a high speed/high capacity Multi-Functional Device (MFD) on a four year full service lease/cost-per-copy basis. Full service denotes inclusion of a maintenance agreement that includes all parts, consumables (other than paper and non-proprietary staples), labor, and service calls for the full term of the contract. Full detail in this regard is provided in the Statement of Work (Section 2 of this solicitation), and at Attachment 4 hereto.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Sandra Rogers, CPPB, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9832 Fax : 352.343.9473
E-mail: srogers@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Technical specifications.
2. Proposed materials and plans to accomplish task.
3. Proposed costs, including renewal option pricing
4. Reputation, experience, capability and availability of staff and system.
5. Reports from direct and indirect references.
6. Responsiveness and completeness of the written proposal.
7. Other relevant criteria.

Section 1.4: Pre-Proposal Conference / Site Visits

Not applicable to this solicitation

Section 1.5: Term of Contract – Four (4) Years

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award issued by the County procurement office; contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be four (4) years, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for Three (3) Additional One (1) Year Period(s) (With Price Adjustment)

The County shall have the sole option to renew the contract in one (1) year increments or a portion thereof, for a maximum total of three (3) additional years. The vendor must respond to the line items in the pricing section regarding renewal pricing. The vendor shall indicate a “not-to-exceed” renewal price increase expressed as a maximum percentage of increase applicable to all line items, or a “not-to-exceed” renewal price decrease expressed as a maximum percentage of decrease applicable to all line items. Price discussions regarding any extension period will be negotiated within those parameters.

If a percentage is not quoted (i.e., left blank, page not returned, etc.) the county shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as “a percentage of the then current price” or “consumer price index” are not acceptable. The percentage(s) expressed in the vendor’s proposal shall be used in the cost evaluation to determine the potential maximum financial liability to the County.

Section 1.7: Method of Payment - Monthly Invoices

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

All invoices shall contain the contract and/or purchase order number, reference the model number, serial number, copy usage, date and location of service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor

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must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

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Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

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All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Delivery Shall be Thirty (30) Days After Date of Order

The vendor shall deliver the multi-functional device within thirty (30) calendar days after the date of the order, and consumables as directed in the Statement of Work (Section 2 of this solicitation). Delivery of the device itself, and all subsequent deliveries of consumables, shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Section 1.10.1: Shipping Terms, F.O.B. Destination- Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY**. The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.11: Acceptance of Goods or Services

The equipment to be provided hereunder shall be delivered to the County, maintained as applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If any vendor-provided product is determined to not meet the specifications and

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requirements of this contract or upon initial inspection, the item will be returned at the vendor's expense, to the vendor. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

As specified in Statement of Work

Section 1.12: Warranty

Not applicable to this solicitation

Section 1.12.1: Materials Shall be New and Warranted Against Defects

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications: (1) the materials may be returned to the vendor at the vendor's expense and the contract cancelled or (2) the County may require the vendor to replace the materials at the vendor's expense.

Section 1.13: Delivery and Completion of Solicitation Response

Section 1.13.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET

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4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Request For Proposal (RFP)

The original proposal and two (2) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

B. Proposal Guidelines

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the

top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

C. Proposals shall be organized into the following manner:

Tab 1 - Proposer Profile & Required Information

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History
- C. Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the overall manager and primary point of contact for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
 - Years of experience within the area of specialty.
 - Length of and type of service with firm.
 - Education and formal training, including certifications.

Tab 2 - Proposed Solution Description(s)

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor. Vendors are authorized to submit an alternate proposal in addition to their primary response.
- B. Each proposal (primary, and alternate if submitted) must submit descriptive literature and complete specifications covering the products offered. Proposals which do not comply with these requirements will be subject to rejection.
- C. Provide name and location of the firm's primary maintenance and service representative that would be responsible for completion of those services. Include related training and certifications for that individual and any other service representative that may be utilized. Include the firm's service procedures for

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coverage when the primary service representative is absent from work.

- D. Provide vendor's lease agreement for County consideration.
- E. Provide Attachment 4, General Requirements, filled out completely showing compliance or non-compliance with stated requirements.
- F. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document, Attachment 4 or associated addendums.

Tab 3 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Tab 4 - References

Provide at least three (3) recent references where the proposed product /service has been used within the past 3 years. Please use the form attached.

Tab 5 - Litigation

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

Tab 6 - Subcontractors / Joint Ventures

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

Tab 7 - Other Information

Provide any information that will provide insight to the County about the qualifications, fitness and abilities of the proposer. This information should be succinct.

Tab 8 - Completed solicitation

Include a copy of a fully completed and signed RFP.

Tab 9 - Completed Pricing Back-up Section

Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.

Tab 10 - Financial Stability

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

Tab 11 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

Section 1.14: Alternate Offer May be Considered

The County will consider one (1) alternate offer from a vendor which has submitted a primary offer for this solicitation; provided that the vendor of record for both the primary and alternate offer is the same entity, and that the alternate offer provides a different product or level of service that meets or exceeds the contract requirements. In order for the County to consider an alternate offer, the vendor shall provide a complete and separate pricing section using the forms set forth within this solicitation and shall mark "Alternate Offer" on the first page of the alternate pricing section. The County reserves the right to consider and award, based on the County's best interests, any alternate offer based on the method of award prescribed in this solicitation.

Section 1.15: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub-contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.16: Compliance with Federal Standards

All items to be leased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.17: Demonstration of Equipment May Be Required During Evaluation

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole and final judge of the acceptability of the equipment in conformance with the specifications.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

Section 1.18: "Equal" Product Can be Considered

If a product or service requested by this solicitation has been identified in the specifications by a brand name, and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated "No Substitute".

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the proposal shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the proposal. To

ensure that sufficient information is available, the vendor shall furnish as part of the proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications. The County shall be the sole and final judge of equality.

Section 1.19: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

Section 1.20: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.21: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.22: Lease Agreement

The awarded contractor will have a contract designed for this lease and the contractor will execute the contract with the County. The County may consider other agreements other than its own; submit copies with your proposal for the County's legal review. See Section 1.13.2, C, Tab 2, D.

Section 1.23: Lease Agreement Assignment only with Consent of County

Vendors are hereby advised that in no event shall an assignment to a third party financing company be permitted unless such financing company agrees to assume all responsibilities set

forth in the executed lease agreement, including the assumption of all maintenance and service responsibilities with no change in existing terms, conditions, or pricing.

Section 1.24: Materials May be Maintenance Certified

The County hereby agrees that materials, other than the basic device itself, supplied by the vendor in conjunction with this contract may be maintenance certified (re-manufactured, rebuilt, or re-conditioned) as long as they are warranted for merchantability, and carry a warranty equal to new products. In the event any of the materials supplied to the County by the vendor are found to be defective or do not conform to specifications, the County reserves the right to either (1) cancel the order and return such materials to the vendor at the vendor's expense; or (2) require the vendor to replace the materials at the vendor's expense. The vendor's supplier of maintenance certified equipment should be easily identifiable to the County.

Section 1.25: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.26: Purchase Option

The County may elect to purchase the equipment at the end of the lease at a fair market value if it is in the best interest of the County. The County will negotiate the purchase price and payment terms at that time. In the event the County elects to purchase the equipment at the end of the lease period, a maintenance agreement and comprehensive parts and labor warranty shall be made available to the County after the expiration of the equipment lease period.

Section 1.27: Presentations/ Post-Discussions After Initial Bid/ Proposal Response

- A. The County, at its sole discretion, may ask any proposer to make an oral presentation and/or product / service demonstration without charge to the County. The County reserves the right to require any proposer to demonstrate to the satisfaction of the County that the proposer has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.
- B. The County may commence contract negotiations in accordance with the Method of Award provision specified elsewhere within this RFP. The County reserves the right to conduct discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for "best and final" offers.
- C. Proposers are cautioned not to assume that they will be asked to make a presentation or asked for a "best and final" offer and should include all pertinent and required information in their original proposal package.

Section 1.28: User Manuals to be Provided

The vendor shall supply the County with a minimum of two (2) user manuals which clearly identify all operations on use of the delivered item. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

Vendors may, during reasonable business hours, inspect the leased unit to confirm compliance with the terms of the lease.

Section 1.29: Service Facilities Shall be Provided in Central Florida by the Vendor

To help ensure timely response to service requirements, offers will only be accepted from vendors which have service facilities that are located in Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter counties). Service facilities are defined as facilities that can provide a full range of parts and repairs for the items covered by this solicitation and resultant contract.

The County reserves the right to perform an inspection of these service facilities during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, level of security, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County shall be final.

Section 1.30: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.31: Single Point of Contact

The Contractor must function as the single point of contact the County regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems and liabilities for all problems relating to all hardware, software and services provided.

Section 1.31: Taxes

All fees, assessments and taxes which may now or hereafter become due or are imposed upon the

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ownership of the unit are the sole responsibility of the vendor.

Section 1.32: Equity

Lake County is not soliciting any equity or ownership of this unit. The County will not accept any U.C.C. (Uniform Commercial Code) filings. The County will not provide an IRS (Internal Revenue Service) Form 8038/8038G. The Contractor may however propose or the County may request a purchase price for any unit being leased at the end of the contract period.

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SCOPE OF SERVICES

The County is seeking proposals from firms qualified to provide a four (4) year full service maintenance lease with the County's option to renew for three (3) additional years for a cost-per-copy high speed multi-function device (copy/scan/fax/print) in conjunction with the County's needs. This full service maintenance agreement shall include all parts, labor, service calls, for the full term of the lease, with cost per copy charge detailed for black and white or color copies.

The contractor must provide a multi-function device that meets or exceeds the specifications contained herein. The contractor must provide any equipment or components necessary to support effective and specification-compliant operation of the copier, at no additional cost to the County, if delivered equipment does not meet the specifications outlined in this document. The County shall be the sole and final determining entity in regards to whether the specifications are adequately met by the installed device.

The contractor must provide any system modifications or additions necessary to enable the system to operate according to all technical and performance specifications presented herein at no additional cost to the County.

Upon expiration, termination or cancellation of the contract, the contractor shall assist the County to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract. Removal of machine must be included in the initial pricing submitted by the vendor.

The scope of services represents the minimum standards requirements. It is the vendor's responsibility to meet or exceed the following specifications:

These minimum specifications are also shown in Attachment 4. See Section 1.13.2 for placement of a completed Attachment 4 within the vendor's response.

Minimum Requirements:**A - System Specifications:**

- System will be configured with an 'on demand' digital printing environment for County related work.
- System will provide for one (1) copier/printer that network using Windows compatible PC and scanner. System must connect to the same network as the existing network printers.
- If system, service or support does not perform in accordance with specifications and performance standards, system must be corrected, repaired or equally replaced at County discretion.
- If system is inoperable for sixteen (16) working hours or longer, County shall be given credited for down time, and the vendor shall provide a suitable replacement machine for the duration of the repair.

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- Machine must be a current factory new model. While machine may contain recycled or reprocessed materials, the system must be classified as current factory produced new model.
- The multi-function device itself must a new item at the time of initial installation. All machine parts, software and all permanent components of the device shall also be new at the time of initial installation. The device shall be kept current with all normally provided upgrades throughout the duration of the contract at no additional charge to the County.
- Vendor must be able to demonstrate exact model (or similar) of copier proposed to furnish to County representatives. Demonstration must take place in the central Florida surrounding area and the unit demonstrated must be at the vendor facility or at a client location currently serviced by the vendor.
- Machine service calls, rental cost, all equipment maintenance, parts, labor and supplies must have fixed pricing for the duration of the contract period (Non-escalating price plan for entire five (5) year term). Does not include paper and non-proprietary staples.
- Bidder must have services response time (defined as the time from receipt of call to arrival on site) of four (4) business hours or less, Monday through Friday, 8:00 AM to 5:00 PM.
- High image quality and equipment reliability must be maintained through rental agreement. Overall system performance must be at a level wherein equipment failure and related service calls are kept to a minimum to ensure productive, cost effective workflow throughout the life of the contract.
- The vendor must provide quarterly printouts indicating: dates, volumes, and costs. This is in addition to the invoicing process. This printout shall be mailed to LCBCC, Reprographics Services, PO Box 7800, Tavares, FL 32778.
- The vendor is responsible for installing the system at the designated site and ensuring the installed system is 100% operational and ready for acceptable testing.
- Installation and removal costs must be included in the bid. Delivery will be made to the County Reprographics Services Office located at 315 W. Main Street, Room 209, Tavares, Florida 32778. There is no loading dock. Access will be by elevator to the second floor. A freight size elevator is not available at the location.
- Electric current and power requirements must be specified in the proposal.

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- The contractor shall provide any modifications or additions necessary to enable the copier to operate according to all technical and performance specifications presented herein at no additional cost to the County.

B - Required Copier Specifications:

- Resolution: Printing 2400 x 2400 dpi
- Resolution: Copying 2400 x 2400 dpi
- Resolution: Black and White 600 x 600 dpi
- Technology: Load while run capability
- Productivity: Yearly total copies of 432,000 or more
- Integrated Scanner: Color Scanner
- Integrated Scanner: 250 sheet capacity
- Integrated Scanner: Up to 200 ipm, color and black & white
- Integrated Scanner: Originals up to 11" x 17"
- Paper Flexibility: Internal Trays 1, 2, and 3 - holds 500 sheets each or more of 20# paper
- Paper Flexibility: 1 Oversize High Speed Capacity Feeder
- Paper Flexibility: 1 Bypass Tray - 250 sheets
- Paper Size: Maximum sheet size internal trays 13" x 19.2"
- Paper Size: Minimum sheet size internal trays 5.5" x 8.5"
- Paper Weight Range: 64 - 300 gsm uncoated
- Paper Weight Range: 106 - 300 gsm coated (18 # bond - 110 # cover)
- Standard Finisher
- Booklet Maker Finisher
- Three hole Punch
- Job Interruption abilities
- Automatic Job Recovery
- Calibration: Automatically runs on a schedule
- Automated Registration Control
- Front to Back Registration +/- 1.0mm

C - Server specifications:

- 2.4 Ghz or faster Intel Pentium 4 Processor or greater
- 2 GB of 800 MhzRDRAM or greater
- System motherboard must support dual processing (ability to add a second processor)
- 80 GB SCSI Hard Drive or greater
- Internal DVD Burner

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- Microsoft Windows 7, 64 bit or higher
- 19" Flat screen color monitor or larger
- System must include a network connection that will allow for the submission of print jobs from end user workstations to printer.
- System must support protocols TCP/IP.
- System and workstation must have a password security access code system.
- Surge Protection
- Contractor must supply the user documentation / operating manuals as necessary to operate and maintain the product provided. The manuals shall be provided at no additional cost to the County.
- Contractor must provide user training required for the successful operation of the equipment by a factory trained representative.

D - Maintenance Requirements:

- The contractor shall provide on-site maintenance to include all labor, mileage, travel time, and all parts and supplies (with the exception of paper and non-proprietary staples) including rollers, drums, developers, tanks and toner necessary to maintain equipment in optimum operating condition. Supplies shall be delivered in a manner that ensures continuous operation of the device, and in any event, within 14 calendar days of notice by phone or in writing.
- The contractor shall have a qualified service representative within the central Florida area (as defined in provision 1.28) to handle remedial service calls on the equipment. The representative must call within one hour or notification from the County with an estimated time of arrival at the County location. The time of arrival shall not exceed four (4) working hours from the time of notification.
- Each regularly schedule preventative maintenance call shall include a complete inspection, essential cleaning, lubrication, replacement of worn or broken parts, and mechanical adjustments to accommodate for new parts or to compensate for wear. Preventative maintenance should also include replacing the equipment ozone filters every 50,000 copies.
- The contractor shall provide a loaner of similar make and model at no additional cost for the multi-function device covered under maintenance which cannot be repaired within sixteen (16) working hours of the County's request for service.
- The county shall not pay for copy charges arising from either the vendor's service calls, or copies that are unusable due to poor copy quality. County shall give unusable copies to the service technician to be given copy credits.

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- The vendor and the County shall jointly maintain a service log for the multi-function device. The contractor shall initiate the service log by recording make, model and installation date for the copier. The service technician and the County shall complete entries in the logs each time service is requested, listing response time, cause of downtime, and time for repairs. The service technician shall sign the logs when service is completed.
- The vendor must provide maintenance (e.g. upgrades/new releases) and technical support for all software provided, including ongoing telephone support, problem determination and resolution. It is highly desirable that the contractor provide a toll free telephone number for support.
- All supplies provided shall produce acceptable quality copies within the recommended machine setting determined by the device's manufacturer. The county shall be the sole and final authority as to acceptability.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws -- By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

BE CAUSE TO REJECT THE PROPOSAL.

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be born by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the

County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

Addendums

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this RFP:
Addendum #1: Dated: April 7, 2014
Addendum #2, Dated:
Addendum #3, Dated:
Addendum #4, Dated:
Part II:
No Addendum was received in connection with this RFP.

9.0: Complete Pricing Back-up Section

Item 1: Equipment Lease Charge

(ALTERNATIVE (60 term))

The vendor shall complete the following pricing table by stating firm, fixed pricing necessary to meet the requirements of the RFP.

Description	Monthly Cost	UOM	Yearly Cost
Base monthly lease charge for the multi-function device to include provision of the device (with delivery and start-up services for all initial equipment to include server and monitor), and all services and supplies associated with the maintenance and service function not allocated to the cost-per-copy charge expressed below. Model:	\$1610.60	12 Months	\$19327.20
Brand: Xerox J75 Press			

Percentage discount from yearly cost for lease paid annually at the beginning of each term: %

Delivery: The desired delivery is thirty (30) calendar days after issuance of a purchase order or a notice to proceed. If the vendor's delivery is different, the vendor should state delivery in days after receipt of order: calendar days.

Item 2: Cost Per Copy Pricing

The vendor shall also indicate a cost per copy rate that is based on no minimum amount of copies being generated by the device. The vendor shall indicate below whether an 11" x 17" impression or larger counts as one meter click or two meter clicks:

11" x 17" counts as 1 one meter click or two meter clicks.

The copy quantity shown below is estimated. The County does not guarantee any specific monthly print volumes/copies throughout the full term of the lease. If there is an extremely significant variation (plus or minus 30% variation) from the below stated estimated quantities on a long term basis (i.e.; a minimum period of six months), the cost-per-copy charge may be amended to the degree determined necessary and appropriate by mutual agreement.

Description	Cost Per Copy	Estimated Monthly Copy Count
Color Cost per Copy , No Minimum	\$0.0568	30,000
Black and White Cost per Copy, No Minimum	\$0.0115	6,000

Item 3: Renewal Option Pricing (See Section 1.6)

Potential Renewal Period	Maximum Increase		Minimum Decrease
First Renewal Period	Original Monthly Lease Cost + not-to-exceed <u>0</u> %	OR	Original Monthly Lease Cost - not-to-exceed <u>0</u> %
Second Renewal Period	Original Monthly Lease Cost + not-to-exceed <u>0</u> %	OR	Original Monthly Lease Cost - not-to-exceed <u>0</u> %
Third Renewal Period	Original Monthly Lease Cost + not-to-exceed <u>0</u> %	OR	Original Monthly Lease Cost - not-to-exceed <u>0</u> %

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes ☒ No (Check one)

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Orlando, FL _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: Yes ☒ No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

There are no conflict of interests with this solicitation or its fulfillment if awarded.

DUNS Number (Insert if this action involves a federal funded project):

Lease Pricing PROPOSAL



Presented to LAKE, COUNTY OF

By Ron Brideau

On 4/11/2014

Alternative

Solution					
Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. J75M2 (J75 PRESS LEO NAAO)	<ul style="list-style-type: none">- Lp C Bkf 2/3hp & Sip- J75 2 Tray Ohcf	Lease Term:	60 months	- Xerox X700 S/N MAV775532	5/21/2014
		Purchase Option:	FMV	Trade In as of Payment 53	
2. J75EX (EX PRINT SVR FOR J75)	<ul style="list-style-type: none">- Customer Ed- Analyst Services	Lease Term:	60 months	- Xerox X70CX S/N MXA062352	5/21/2014
		Purchase Option:	FMV	Trade In as of Payment 54	

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. J75M2	\$1,003.67	1: Color 2: Black	All Prints All Prints	\$0.0568 \$0.0115	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. J75EX	\$606.93	N/A	N/A	N/A	- Full Service Maintenance Included
Total	\$1,610.60	Minimum Payments (Excluding Applicable Taxes)			



All information in this proposal is considered confidential and is for the sole use of LAKE, COUNTY OF. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 5/11/2014.

For any questions, please contact me at (855)379-7453



Most recently, Xerox completed its acquisition of Affiliated Computer Services (ACS). With the 2010 purchase of ACS, the world's largest diversified business process outsourcing (BPO) firm, Xerox became a \$22 billion global leader in business process and document management.

General Vendor Information and Proposal Signature

General Vendor Information and Proposal Signature:	
Firm Name: Xerox Corporation / Integrated Office Technologies	
Street Address: 7208 Sand Lake Road, Suite 302, Orlando, FL 32819	
Mailing Address (if different):	
Telephone No.: 407-985-5960	Fax No.: 407-203-6922 E-mail: alan@iotflorida.com
FEIN No. Xerox 16-046-8020	Prompt Payment Terms: 0% net 30
Signature: 	Date: April 16, 2014
Print Name: Alan Balcourt	Title: President
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input checked="" type="radio"/> Sole vendor	<input type="radio"/> Pre-qualified pool vendor based on price
<input type="radio"/> Pre-qualified pool vendor (spot bid)	<input type="radio"/> Primary vendor for items:
Secondary vendor for items:	Other status:
Signature of authorized County official: 	Date: 06-11-14
Printed name: Sandra Rogers	Title: Contracting Officer

C: Manager

Alan Balcourt will be the overall manager and primary point of contact for the project. The contact information for Allan Balcourt is below.

Alan Balcourt, CDIA+

President, Owner

Alan@iotflorida.com

Mobile: 407-920-3150

Sales: 407-985-5960

Fax: 407-203-6922

Service: 800-822-2979 (please have your sn# ready)

Supplies: 800-893-3021

Billing: 888-339-7887

Submit Meter Reads: 800-891-8405

Years of Experience: 33 years

THE FOLLOWING DOCUMENTS ARE ATTACHED

- Attachment 1: Work References**
- Attachment 2: Vendor Profile Form**
- Attachment 3: Similar Projects Form**
- Attachment 4: Minimum Requirements**


4.0 References

Agency	MCLAURIN GRAPHICS INC
Address	96 ERNEST BILES DR
City, State, ZIP	JACKSON, GA 30233
Contact Person	Gerald McLaurin
Telephone	(770)775-6457
Date(s) of Service	October of 2013
Type of Service	New hardware
Comments	Leased Xerox J75 in October 2013.

Agency	Passports
Address	389 MAIN ST
City, State, ZIP	SPENCER, MA 01562-1924
Contact Person	Dave Markle
Telephone	(508) 885-4600
Date(s) of Service	September 2013
Type of Service	New hardware
Comments	Leased Xerox J75 in September 2013 replacing Konica Minolta.

Agency	HAYDEN PRINTING AND PROMOTIONS
Address	645 Main St
City, State, ZIP	Wilmington, MA 01887
Contact Person	Art Hayden
Telephone	(978) 657-3800
Date(s) of Service	February 2014
Type of Service	New hardware
Comments	Leased Xerox J75 in February 2014.

Vendor Profile Form

<p>1. Bidder Name & Address:</p> <p>Xerox Corporation 45 Glover Avenue Norwalk, CT 06856-4505</p>	<p>1d. Licensed to do business in the State of Florida?</p> <p><u> X </u> Yes <u> </u> No</p>
<p>1a. FEIN #16-046-8020</p>	<p>1e. Name, Title & Telephone Number of Principal to Contact</p> <p>Integrated Office Technologies Alan Balcourt, President 7208 Sand Lake Road, Suite 302, Orlando, FL 32819 Phone: 407-985-5960 Fax: 407-203-6922</p>
<p>1b. Year Firm was established - 1906</p>	<p>1f. Address of office to perform work, if different from Item 1</p> <p>Integrated Office Technologies Alan Balcourt, President 7208 Sand Lake Road, Suite 302, Orlando, FL 32819 Phone: 407-985-5960 Fax: 407-203-6922</p>
<p>1c. Are you a "Not for Profit" 501(c)(3) organization? Yes <u> </u> No <u> X </u></p> <p>If you answered yes, please provide proof.</p>	
<p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.</p> <p>Integrated Office Technologies Alan Balcourt, Agency Owner 7208 Sand Lake Road, Suite 302, Orlando, FL 32819 Phone: 407-985-5960 Fax: 407-203-6922</p> <p>Xerox will provide upon award the requested resumes as Xerox considers this proprietary information pre award.</p>	
<p>3. The foregoing is a statement of facts.</p> <p>Signature:  Date: April 16, 2014</p>	
<p><u>Alan Balcourt</u> <u>President, Agency Owner</u></p> <p>(Typed or Printed Name) (Title)</p>	

Similar Project Form

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

Project Name, Entity Name, Address & Location	Contact Person: Jeremy Gamache Title: Director of Procurement Telephone Number: 407-226-7488
Coleman Aerospace 7675 Municipal Drive Orlando, Florida 32819	
Completion Date (Actual or Estimated) September 7, 2013	
Project Cost: Xerox considers pricing provided to our clients as proprietary and does not divulge them.. The price provided to Lake County are based on your specific RFP requirements.	
Scope of Entire Project: List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).	
<p>Replaced 2 units (DCOL252 / X700) prior to lease expiration with multiple Xerox C75 Press units in order to reduce client costs and increase speed and capabilities.</p> <p>Client requirements were producing both B&W and color prints, bidding booklets and color calibration specific to client demands. Client requested redundancy to insure optimum running time and job completion with little to no downtime.</p> <p>We proposed 2 identical units to meet client requirements and in doing so – Xerox was able to reduce client operating costs by @20% overall as well.</p> <p>Delivery timeline was approximately 2 weeks with a single delivery and completion date for both removal and installation of new product – along with same day training.</p>	
Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.	
<p>Alan Balcourt, President, Agent Owner of Xerox marketplace Ron Brideau, Virtual Production Solutions Executive, Xerox Corporation Christopher Abrahams, Certified Analyst Michael Barnes, Xerox Service Technician</p>	

Minimum Requirements

A - System Specifications:		Comply	Non-Comply
-	System will be configured with an 'on demand" digital printing environment for County related work.	✓	
-	System will provide for one (1) multi-function device that network using Windows compatible PC and scanner. System must connect to the same network as the existing network printers.	✓	
-	If system, service or support does not perform in accordance with specifications and performance standards, system must be corrected, repaired or equally replaced at County discretion.	✓	
-	If system is inoperable for sixteen (16) working hours or longer, County shall be given credited for down time, with a substitute machine provided during the full remaining period of primary machine downtime.	✓	
-	Machine must be a current factory new model. While machine may contain recycled or reprocessed materials, the system must be classified as current factory produced new model.	✓	
-	The multi-function device provided must not be a remanufactured or reconditioned system for the duration of the contract. All machine parts, software and all components must be new and unused. Upgrades must be kept current with no price increase for the duration of contract.	✓	
-	Vendor must be able to demonstrate exact model (or similar) of copier proposed to furnish to County representative. Demonstration must take place in the central Florida surrounding area and the unit demonstrated must be under a service contract with bidders or shown at bidder's company. County will evaluate if system meets County's specifications.	✓	
-	Machine service calls, rental cost, all equipment maintenance, parts, labor and supplies must have fixed pricing for the duration of the contract period (Non-escalating price plan for entire four (4) year initial term). Does not include paper and staples.	✓	

-	Bidder must have services response time (from notification to arrival on site) of four (4) working hours or less, Monday through Friday, 8:00 AM to 5:00 PM.	✓	
-	High image quality and equipment reliability must be maintained through lease agreement. Equipment failure and services call to be kept to a minimum to ensure	✓	
-	Vendor must provide quarterly printouts indicating: dates, volumes, and costs. This is in addition to the invoicing process. This printout shall be mailed to LCBCC,	✓	
-	The vendor is responsible for installing the system at the designated site and ensuring the installed system is 100% operational and ready for acceptable testing.	✓	
-	Installation and removal costs must be included in the proposal. Delivery will be made to LCBCC, Reprographics Services, 315 W. Main Street, Room 219,	✓	
-	Electric current and power requirement must be specified in the proposal.	✓	
-	The vendor shall provide any modifications or additions necessary to enable the copier to operate according to all technical and performance specifications presented herein	✓	

B - Required Copier Specifications:		Comply	Non-Comply
-	Resolution: Printing 2400 x 2400 dpi	✓	
-	Resolution: Copying 2400 x 2400 dpi	✓	
-	Resolution: Black and White 600 x 600 dpi	✓	
-	Technology: Load while run capability	✓	
-	Productivity: Yearly total copies of 432,000 or more	✓	
-	Integrated Scanner: Color Scanner	✓	
-	Integrated Scanner: 250 sheet capacity	✓	
-	Integrated Scanner: Up to 200 ipm, color and black & white	✓	
-	Integrated Scanner: Originals up to 11" x 17"	✓	
-	Paper Flexibility: Internal Trays 1, 2, and 3 - holds 500 sheets each or more of 20# paper	✓	
	Paper Flexibility: 1 Oversize High Speed Capacity Feeder	✓	
-	Paper Flexibility: 1 Bypass Tray - 250 sheets	✓	
-	Paper Size: Maximum sheet size internal trays 13" x 19.2"	✓	
-	Paper Size: Minimum sheet size internal trays 5.5" x 8.5"	✓	
-	Paper Weight Range: 64 - 300 gsm uncoated	✓	
-	Paper Weight Range: 106 - 300 gsm coated (18 # bond - 110 #	✓	

-	Standard Finisher	✓	
-	Booklet Maker Finisher	✓	
	Three hole Punch	✓	
-	Job Interruption abilities	✓	
-	Automatic Job Recovery	✓	
-	Calibration: Automatically runs on a schedule	✓	
-	Automated Registration Control	✓	

C - Server specifications:		Comply	Non-Comply
-	2.4 Ghz or faster Intel Pentium 4 Processor or greater	✓	
-	2 GB of 800 MhzRDRAM or greater	✓	
-	System motherboard must support dual processing (ability to add a second processor)	✓	
-	80 GB SCSI Hard Drive or greater	✓	
-	Internal DVD Burner	✓	
-	Microsoft Windows 7, 64 bit or higher	✓	
-	19" Flat screen color monitor or larger	✓	
-	System must include a network connection that will allow for the submission of print jobs from end user workstations to printer.	✓	
-	System must support protocols TCP/IP.	✓	
-	System and workstation must have a password security access code system.	✓	
-	Surge Protection	✓	
-	Contractor must supply the user documentation / operating manuals as necessary to operate and maintain the product provided. The manuals shall be provided at no additional cost to the County.	✓	
-	Contractor must provide user training required for the successful operation of the equipment by a factory trained representative.	✓	

D - Maintenance Requirements:		Comply	Non-Comply
-	The vendor shall provide on-site maintenance to include all labor, mileage, travel time, and all parts and supplies (with the exception of paper and staples) including rollers, drums, developers, tanks and toner necessary to maintain equipment in optimum operating condition.	✓	

- Standard Finisher	✓	
- Booklet Maker Finisher	✓	
- Three hole Punch	✓	
- Job Interruption abilities	✓	
- Automatic Job Recovery	✓	
- Calibration: Automatically runs on a schedule	✓	
- Automated Registration Control	✓	

C - Server specifications:		Comply	Non-Comply
- 2.4 Ghz or faster Intel Pentium 4 Processor or greater	✓		
- 2 GB of 800 MhzRDRAM or greater	✓		
- System motherboard must support dual processing (ability to add a second processor)	✓		
- 80 GB SCSI Hard Drive or greater	✓		
- Internal DVD Burner	✓		
- Microsoft Windows 7, 64 bit or higher	✓		
- 19" Flat screen color monitor or larger	✓		
- System must include a network connection that will allow for the submission of print jobs from end user workstations to printer.	✓		
- System must support protocols TCP/IP.	✓		
- System and workstation must have a password security access code system.	✓		
- Surge Protection	✓		
- Contractor must supply the user documentation / operating manuals as necessary to operate and maintain the product provided. The manuals shall be provided at no additional cost to the County.	✓		
- Contractor must provide user training required for the successful operation of the equipment by a factory trained representative.	✓		

D - Maintenance Requirements:		Comply	Non-Comply
- The vendor shall provide on-site maintenance to include all labor, mileage, travel time, and all parts and supplies (with the exception of paper and staples) including rollers, drums, developers, tanks and toner necessary to maintain equipment in optimum operating condition.	✓		



LAKE COUNTY

FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1

Date: April 7, 2014

RFP No. 14-0427

**RFP Title: Lease of High Speed/High Capacity Multi-Functional Device
On A Cost-Per-Copy Basis**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions and Answers:

Question 1: What is the current Xerox model and are there any special applications or software that should be included in this bid?

Answer 1: We currently have the Xerox700/700i Digital Color Press Version 3.5 Software System with Creo.

Question 2: In the past the schools were sending all the jobs over a certain page count to this machine. Is the workflow process the same?

Answer 2: The Lake County School Board has never used this machine for any purpose.

Question 3: Is it possible to do a workflow assessment on site for the location to insure that we are providing the proper solution?

Answer 3: The County has provided all appropriate information regarding its needs. It is the responsibility of the vendor to provide a solution to meet or exceed these specifications.

Firm Name: _____ Date: _____
Signature: _____ Title: _____
Typed/Printed Name: _____